from shielding himself by inserting a clause that the contract is incontestable. *Bridger* v. *Goldsmith*, 143 N. Y. 424, 38 N. E. 458; *Hofflin* v. *Moss*, 67 Fed. 440; *Redmond* v. *Wynne*, 13 N. S. Wales (Law) 39. But it is suggested that in life insurance contracts, this public policy is overborne by the facts that the company, and not the alleged wrongdoer, inserted the incontestability clause, and that it thereby offered an attractive inducement to the insured who would be defrauded were the provision held worthless. *Union Central Life Ins. Co.* v. *Fox*, 106 Tenn. 347, 61 S. W. 62. See *Patterson* v. *Natural Premium Life Ins. Co.*, 100 Wis. 118, 124, 75 N. W. 980, 984. See also 24 HARV. L. REV. 53. However, since the clause, though abrogated as to fraud, would still render the policy incontestable on all other grounds, it would only be an empty inducement in so far as the insured had relied upon immunity from charges of intentional wrong. And as such charges are difficult to falsify even after the death of the insured, it would seem that the chance of loss to innocent policyholders would hardly justify the protection of wrongdoers. *Welch* v. *Union Central Life Ins. Co.*, 108 Iowa 224, 78 N. W. 853; *Reagan* v. *Union Mutual Life Ins. Co.*, 189 Mass. 555, 76 N. E. 217. See *Mass. Benefit Ass.* v. *Robinson*, 104 Ga. 256, 271, 30 S. E. 918, 924.

INTERSTATE COMMERCE ACT — CONSTRUCTION OF FREE-PASS PROVISION. — The plaintiff sued in the Mississippi court for an injury due to the railroad's negligence, sustained on an interstate journey, while riding on the tender, with the engineer's permission, and without payment of fare. In Mississippi a person cannot recover for an injury sustained while violating the law. *Held*, that plaintiff cannot recover, as his presence on the tender was in violation of the free-pass provisions of the Interstate Commerce Act. *Illinois Central R. Co.* v. *Messina*, 240 U. S. 395.

By the Hepburn Amendment to the Interstate Commerce Act, no common carrier may "issue or give any interstate . . . free transportation for passengers," and a penalty is provided for "any person . . . who uses any such interstate . . . free transportation." 34 U. S. COMP. STAT. 584. To allow a friend to ride on the tender is clearly not within the scope of the engineer's authority. *Chicago & Alton R. Co.* v. *Michie*, 83 Ill. 427, 430; *Rucker* v. *Missouri Pacific Ry. Co.*, 61 Tex. 499, 501. See *Waterbury* v. *New York, etc. R. Co.*, 17 Fed. 671, 673. Nor would the friend be a passenger. *Files* v. *Boston & Albany R. Co.*, 149 Mass. 204, 21 N. E. 311. See J. H. Beale, Jr., "The Creation of the Relation of Carrier and Passenger," 19 HARV. L. REV. 250, 259, 265. It follows that the railroad was not giving "free transportation for passengers" under the act. The principal case therefore establishes that a person may violate the law by accepting a ride, although the railroad is not acting unlawfully in carrying him. The word "such," which seems to establish the same test for the person as for the carrier, is interpreted as merely an indication "that free transportation had been mentioned before." There is much force to the dissenting argument of Mr. Justice Hughes and Mr. Justice McKenna, that there is nothing in the general purpose of the free-pass provisions to call for such a departure from their literal language.

JUDGMENTS — LIENS — EXECUTION BY ONE JUDGMENT CREDITOR AS AFFECTING RIGHTS OF EQUAL JUDGMENT LIENORS. — A debtor, against whom there were docketed three judgments, inherited an interest in realty. By statute these judgments constituted liens on the debtor's realty and by decision they attached as liens of equal force to after-acquired realty. Excution was issued under one of the judgments and a sale of the debtor's interest was made to A. At a subsequent partitioning proceeding, A. sought to be preferred out of the proceeds of the original debtor's share to the extent of the judgment under which he bought. *Held*, that the proceeds of the share of the original judgment